

Sigourney CSD

Sigourney Educ. Support Empl. Assn 7/1/2005 6/30/2007

MASTER CONTRACT

BETWEEN

**SIGOURNEY
COMMUNITY SCHOOL DISTRICT**

AND THE

**SIGOURNEY EDUCATIONAL
SUPPORT EMPLOYEES'
ASSOCIATION**

2005-2006

2006-2007

Sigourney, Iowa

**SIGOURNEY EDUCATIONAL
SUPPORT EMPLOYEES' ASSOCIATION
MASTER CONTRACT**

This master contract made and entered into this 1st day of July, 2005, by and between the Sigourney Community School District hereinafter referred to as District or Board and the Sigourney Educational Support Employees Association hereinafter referred to as Association, witnesseth:

ARTICLE I

The parties have reached certain understandings, which they desire to confirm in this agreement and it is agreed as follows:

ARTICLE II

Recognition

- A. UNIT: The Board hereby recognized the Sigourney Educational Support Employees Association as a certified, exclusive and sole bargaining agent for all personnel set forth in PERB certification instrument (Case No. 2445) issued by the Public Employees Relations Board (PERB) on the 7th day of July, 1983, and as amended by the amendment filed June 13, 1984 (Case No. 2728).

The Unit described in the above certification is as follows:

INCLUDED: All bus drivers, custodians, food service employees, secretaries, and teacher associates.

EXCLUDED: Superintendent, principal, teachers, nurses, and employees excluded by Section 4 (Section 20.4 Code of Iowa) of the Act.

B. DEFINITIONS:

1. The term "Board" as used in this agreement shall mean the Board of Education of the Sigourney Community School District.
2. The term "Employee" as used in this agreement shall mean all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board and performing bargaining unit positions.
3. The term "Probationary Period" shall be the period for all new employees filling bargaining unit positions of the Sigourney Community School District and shall be ninety (90) calendar days during which such new employees continuously perform work in the same bargaining unit positions.
4. The term "Association" as used in this agreement shall mean Sigourney Education Support Employees Association, its president, or bargaining representatives.
5. The term "Bargaining Unit Positions" shall mean those positions in which work is performed for the Sigourney Community School District by employees who are covered by this agreement and whose positions are listed herein below. Those positions and the supervisors of those bargaining unit positions are as follows.

6. The term "Day" as used in this Agreement shall mean school days. In the summer, day shall be Monday through Friday, except on a national holiday.

BARGAINING UNIT POSITION

<u>Position</u>	<u>Supervisor</u>
1. Junior-Senior High School Secretary	Junior-Senior High School Principal
2. Curriculum/Guidance/Athletic Secretary	Curriculum Director
3. Elementary School Secretary	Elementary School Principal
4. Junior-Senior High School Custodian	Junior-Senior High School Principal
5. Elementary School Custodian	Elementary School Principal
6. Junior-Senior High School Associate	Junior-Senior High School Principal
7. Special Education Associate	Building Principal
8. Library Associate	Building Principal
9. General Bus Maintenance	Superintendent
10. Lunch Service Manager	Superintendent
11. Head Cook (Elementary)	Superintendent
12. Cook	Superintendent
13. Full-time Bus Driver	Superintendent

The term "School Day" for purposes of this Agreement is a day in which school is in session for the whole or part of the day. For purposes of this agreement in the event that the school year is concluded before the expiration of the number of school days, then a school day shall further be defined to mean a day of the week excluding Saturday, Sunday, or an official holiday. In the event there is a vacation period after which school resumes in the same school year, the days during the vacation period shall not be counted as a "school day".

The term "job classifications" shall be defined as the classification of the bargaining unit positions defined in the definitions. The following job classifications shall exist:

BUS DRIVERS:

General Bus Maintenance
Full-Time Bus Drivers

SECRETARIES:

Junior-High School Secretary
Curriculum/Guidance/Athletic Secretary
Elementary School Secretary

ASSOCIATES:

Junior-Senior High School Associate
Special Education Associate
Library Associate

FOOD SERVICE EMPLOYEES:

Lunch Service Manager
Head Cook (Elementary)
Cooks

CUSTODIANS:

Junior-Senior High School Custodians
Elementary Custodian

- C. The Board and Association recognize two categories of employees. Work in the classifications set out in this agreement shall be performed by employees in one of the two following categories:
1. FULL TIME: Any employee who is employed at least thirty (30) hours per week or is a bus driver or bus maintenance person, as described by the provisions of the job classifications.
 2. PART TIME: An employee who is employed less than thirty (30) hours per week in one of the classifications as defined in this agreement.

ARTICLE III

Leaves

- A. **VACATION LEAVE:** Any employee who is hired and assigned duties which amount to 260 days or more for one school year shall be entitled to vacation with pay. The vacation shall be for employees who have worked in a position where their assigned work period is for 260 days or more in each school term, and such employee shall have worked in such a position for more than one year from the date of hire in such position. After that time the employee shall be entitled to one week's paid vacation following the first year and second year following the date of hire. For purposes of determining when the first or second year or further years have elapsed, the date of hire shall be the beginning of the year and 365 days later shall be the end of the year. The date of hire shall be the date upon which the employee executes a written memorandum or contract or the beginning date of the duties, whichever day is later. The vacation that shall be taken by the employee shall be taken during the summer months excluding the school term and excluding the two weeks before the commencement of the school term and excluding the two weeks following the end of the school term. The employee covered by this vacation leave must report the request for vacation to the Superintendent and approval shall be granted by the Superintendent if such request does not unduly restrict the operation of the school. After an employee has worked three consecutive years, and beyond, the employee shall be entitled to two weeks vacation with pay.
- B. **JURY AND LEGAL LEAVE:** Any employee who is drawn for jury duty during regular employment time or any judicial or administrative proceedings and such employee receives a subpoena to appear during regular employment time shall be provided time off without loss of pay and without loss of other leave provided by this agreement. Any fees or other remuneration which includes mileage and expenses, witness fees, juror fees, and per diem shall be turned over to the District to the extent that such amounts turned over to the District shall not exceed the pay that would have been earned by the employee for the day or days that the employee was absent on jury or legal leave.
- C. **SICK LEAVE:** Employees are granted leave of absence for personal illness or injury with full pay in the following minimum amounts:
1. First year of employment - ten days;
 2. Second year of employment - eleven days;
 3. Third year of employment - twelve days;
 4. Fourth year of employment - thirteen days;
 5. Fifth year of employment - fourteen days;
 6. Sixth and subsequent year of employment - fifteen days.

The above amounts shall apply only to consecutive years of employment in the District and unused portions shall be cumulative to at least a total of one hundred (100) days. The Board may, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

- D. PERSONAL LEAVE: At the beginning of every school year, each employee shall be credited with three (3) days personal leave to be used for the employee's personal business. An employee planning to use a personal leave day or days shall notify his supervisor at least two (2) days in advance, except in case of emergency. Personal leave shall be used in no smaller increments than one-half days if a substitute must be provided, and shall be without pay if the employee is paid by any other district, corporation, or individual for services performed during the personal leave.
- E. FUNERAL LEAVE: In case of the death of any other relative or person of unusually close personal relationship, one day of absence shall be allowed without loss of pay for attendance at each funeral upon application to the employee's supervisor.
- F. EMERGENCY LEAVE: An employee may be granted emergency leave of no more than two (2) days per year without loss of pay upon application to the employee's supervisor. Emergencies which qualify for use of this leave allowance are those extraordinary situations which arise requiring the employee's attention which cannot be attended to outside work hours and which are not covered under other provisions. Leave requests will be considered on their individual merits by that employee's supervisor.
- G. FAMILY DEATH LEAVE: Each employee shall be credited with up to four (4) days leave for each school year in the event of each death of the employee's immediate family. The term "immediate family" shall be defined as follows: Spouse, father, mother, child (including stepchild and foster child), sister, brother, grandparents, grandchild, son-in-law, daughter-in-law, sister-in-law or brother-in-law.

The family of the spouse shall mean the same as the family of the employee.

- H. FAMILY ILLNESS LEAVE: An employee shall be granted up to three (3) days leave per year at full pay for illness in the immediate family, upon application to the employee's supervisor. Said immediate family shall be limited to the following relatives: Spouse, father, mother, child, stepchild, foster child, grandchild, sister, brother, grandparents, sister-in-law, brother-in-law.

The family of the spouse shall mean the same as the family of the employee.

- I. ASSOCIATION LEAVE (With full pay): Association shall be granted six (6) days leave with pay to be used when employees attend meetings of the Iowa State Education Association and the State Association delegate assembly meetings. Written notice shall be submitted to the Superintendent at least one week in advance of the use of Association leave.
- J. EXTENDED LEAVE: In the event of an emergency not covered elsewhere in this contract, extended leave (without pay) may be temporarily granted by the Superintendent.
- K. LEAVES FOR PART-TIME EMPLOYEES: Employees employed on a part-time basis shall be entitled to leave in the same number of days that full-time employees receive but the day for the employees shall be equal to the period of time the employee works in relation to full time. That is to say that if an employee works four hours, then an employee's day shall be four hours. If an employee works two days per week, then an employee's day shall equal the percentage time worked as it bears to the total.
- L. FAMILY MEDICAL LEAVE: Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical

Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

ARTICLE IV

Impasse

Impasse shall be governed by the procedures outlined in Chapter 20 of the Code as amended from time to time except that:

1. One arbitrator shall serve instead of a panel of three arbitrators.
2. One arbitrator shall be selected from a list of five qualified arbitrators submitted by the Public Employee Relations Board, when such list of five qualified arbitrators is requested by either or both parties.
3. The District and Association shall alternately strike one arbitrator from the list of five arbitrators until only one arbitrator shall remain. The one remaining shall be the arbitrator.
4. Determination of the order by which either party shall strike a proposed arbitrator from the list of arbitrators shall be by the flip of a coin.

ARTICLE V

Dismissal Procedures

- A. **DATE:** On or before April 1 of each year, the Superintendent shall give to each employee continuously employed in a bargaining unit position since the preceding July 1, either:
1. A written offer of a contract for employment for the next succeeding year providing for the same or a similar bargaining unit position;
 2. A written notice that such employment shall not be offered and the reason for not offering such employment, which reasons shall be for just cause;
 3. Should the Board fail to give the employee either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered and the reasons therefore, the Board shall be deemed to have offered that employee continued employment for the next succeeding year upon the terms and conditions of employment as may be required by this agreement; or
 4. If the employee desires to accept such employment, he shall notify the Board of such acceptance in writing on or before May 1. Employees that fail to return offered contracts of employment on or before May 1 shall be deemed to have resigned.
- B. **HEARING:** Any employee who has received a written notice that such employment shall not be offered, and the reasons therefore, shall be entitled to a hearing before the Board, provided a written request for hearing is received by the secretary of the Board within five (5) days after receipt of the written notice described in Paragraph A above. Within ten (10) days after the date of receipt of the written request for hearing, the Board shall schedule the hearing to be held and provide notice of the date, time and place of the hearing.
- C. **BOARD DETERMINATION:** The Board shall consider the testimony and Grievance of the Superintendent and of the employee and shall issue its written decision as to the employment or non-employment of the employee for the next succeeding school year within five (5) days after the completion of the hearing. Such decision shall be mailed to the employee and his or her representative. The proceedings shall be completed and the Board's determination presented to the employee no later than May 31. Any party and the Board may, at their discretion, be represented at the hearing.
- D. **APPEAL TO GRIEVANCE PROCEDURE:** If the employee disagrees with the determination of the Board, he or she may submit the dispute through the grievance procedure as set forth in Article VI of this agreement with the procedure to commence at the fourth step. In the event the grievance is submitted to arbitration, the arbitrator may restore the employee to continued employment and may restore any loss of pay and/or benefits retroactively to which the employee would be entitled under the terms and conditions of the employment required by this agreement. As in the fourth step of the grievance procedure, the cost of arbitration shall be split equally.
- E. **SUSPENSION:** The Superintendent may suspend an employee for just cause without pay when the Superintendent has determined, in his discretion, that there has been misconduct on the part of the employee. Such suspension shall not exceed fifteen (15) school days. Misconduct on the part of the employee shall be defined to mean a deliberate act or omission by the employee, which

constitutes a material breach of the duties and obligations arising out of the employee's contract of employment. Misconduct arising out of the employee's contract of employment. Misconduct is further defined as conduct evincing such willful and wanton disregard of the District's interest as is found in a deliberate violation or disregard of standards of behavior which the employer has the right to expect of employees. Misconduct shall not be defined to mean mere inefficiency, unsatisfactory conduct, or failure in good performance as the result of inability or incapacity, inadvertencies or ordinary negligence in isolated instances or good faith errors in judgement or discretion are not to be deemed misconduct within the meaning of this agreement.

In the event the employee desires to appeal the suspension issued by the Superintendent, which suspension must be issued in writing, the employee shall, within five (5) days of receipt of the letter of suspension, appeal to the Board by mailing or hand delivering a written request for hearing to the secretary of the Board. The hearing shall be held within five (5) days of the date of receipt by the secretary of the written request for hearing. The Board's right of review shall be limited to whether the suspension should have been imposed and the Board may not reduce nor increase the number of days of the suspension. The Board, in writing, shall notify the employee and Superintendent of its ruling within two (2) days of the date of the hearing. Neither the employee nor the Superintendent shall have the right of appeal beyond the Board's decision as to the suspension. That is to say that the Board may only sustain or overrule the suspension and may not modify the suspension.

Any record of suspension shall only remain in the employee's personnel file for two years from the date of suspension. Beyond two years such evidence of suspension or other discipline shall not be used against the employee in other disciplinary matters.

The Superintendent may suspend an employee for just cause with pay pending a hearing before the Board of Education on whether the employee should immediately be terminated from employment. The hearing is to be held within five (5) days of suspension. The Superintendent shall notify the employee, in writing, that the employee is suspended, with pay, pending a hearing before the Board of Education as to whether this employee should be immediately terminated from employment. Such termination shall be for just cause. By way of explanation, but not limitation, possible areas of termination are to be defined as theft, drunkenness, gross disregard for equipment or property of this district, gross disregard for duty or responsibility of the employee, or abuse of students. At the hearing, the Superintendent shall present evidence to the Board of Education as to why the employee should be immediately terminated. At the hearing the employee may present evidence as to why this employee should not be immediately terminated. If the Board votes to terminate the employee, then the employee may appeal such termination to arbitration by following the fourth step of the grievance procedures. The Board shall issue a written decision within three (3) days of the close of the hearing. The date of mailing the Board's decision to the employee and the Superintendent shall be the date from which the thirty days within which to request arbitration shall begin. After the Board's decision, the employee shall not be entitled to pay pending arbitration; however, the arbitrator does have the right to restore the employee and award back pay, to suspend the employee without pay, under the provisions of Paragraph V (E) of this agreement, or to sustain the Board's decision.

ARTICLE VI

Grievance Procedures

Section 1: A grievance shall mean only a complaint that there has been an alleged violation, misrepresentation, or misapplication of any of the specific provisions of this agreement.

Section 2:

- (a) Every member of the Association covered by this agreement shall have the right to present grievances in accordance with these procedures. When more than one member of the Association is affected by the grievance, the grievance may be filed by the Association.
- (b) The failure of a member of a bargaining unit (or in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed limits will act as a bar to any further appeal, and the administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual written agreement.

Section 3:

- (a) First Step:
An attempt shall be made to resolve any grievance in verbal discussion between the complaining employee and his or her supervisor.
- (b) Second Step:
If the grievance cannot be resolved verbally, the employee claiming a grievance shall file the grievance in writing, in the form substantially as prescribed in Appendix A of this agreement, and at a mutually agreeable time discuss the matter with the same supervisor as described in the first step. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the agreement alleged to have been violated, misrepresented or misapplied, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) school days from the date of occurrence of the event giving rise to the grievance. The supervisor shall make a decision on the written grievance and communicate it in writing to the employee within ten (10) school days after the receipt of the written grievance.
- (c) Third Step:
In the event a grievance has not been satisfactorily resolved at the second step, the employee shall file, within five (5) school days of the supervisor's written decision at the second step, a copy of the written grievance with the Superintendent. In the event that the supervisor is the Superintendent, then the employee shall not be required to submit the written grievance to the Superintendent, and shall be authorized to proceed immediately to the fourth step. In the event the supervisor to whom the written grievance was submitted in Step Two is not the Superintendent, then after the employee has filed the written grievance within the time period described above, the Superintendent or his designee and the employee shall, within ten (10) school days after such grievance is filed with the Superintendent, meet to

resolve the grievance. The Superintendent or his designee shall file a written answer which shall be the decision of the Superintendent within ten (10) school days of the third step grievance meeting and communicate such answer and decision in writing to the employee and the supervisor.

(d) Fourth Step:

If the grievance is not resolved satisfactorily at Step Two or Step Three as applicable, there shall be available a fourth step of impartial binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the employee to the Superintendent within thirty (30) calendar days from receipt of the Step Two or Step Three answer and decision to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after the notice to Center into arbitration is given. If the two parties fail to reach agreement with an arbitrator within seven (7) days, the Public Employment Relations Board (PERB) will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The determination as to which party begins to strike an arbitrator from the panel of seven arbitrators shall be determined by the flip of a coin. The remaining name shall be the arbitrator. The decision of the arbitrator shall be final and binding on both parties.

Expenses for the arbitrator's service shall be borne equally by the District and the Association. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

Section 4: An employee may be represented at all stages of the grievance procedure by himself or herself, or at his or her option by a representative of the Association or any other representative, and likewise the supervisor may have another member of the administration, or a representative, present at all stages.

Section 5: In the event that arbitration takes place within school hours, the person or persons involved shall be released from work duties to participate in the arbitration proceedings without loss of pay.

ARTICLE VII

Reduction in Work Force

- A. NOTIFICATION: If the Board is contemplating the layoff of an employee, the Board will so notify the Association at least sixty (60) days before the proposed effective date of the layoff. Such notification will be in writing and will include the specific position(s) to be affected, the effective date of the layoff, and the reasons for the layoff. Fourteen (14) days notice will be given in the case of Special Education Associates that have been assigned to student(s) from another district. This section does not apply to room associates.
- B. LAYOFF: At the same time the Board shall give written notice of layoff to the least senior employee in that classification. The notice shall inform the employee of the effective date of the layoff as well as the rights of recall contained in this Article. A copy of the written notice shall be immediately provided to the Association.
- C. SENIORITY:
1. For the purposes of this Article, seniority will be computed from an employee's most recent date of hire in the bargaining unit. The date of hire is defined as the first date upon which the employee executed a written memorandum or contract or the beginning date of duties, whichever is later. Seniority will continue to accrue for each employee during all paid leaves of absence. When Seniority is equal between or among employees, ranking of those employees shall be determined by the drawing of lots.
 2. Notwithstanding Paragraph 1 above, seniority shall not be broken when an employee leaves employment with the District due to a reduction in hours and/or pay and later returns to employment with the District within five (5) years.
 3. On or about September 30 of each school year, the Superintendent will provide the Association with a seniority list by job classifications in order of date of hire. The list shall also show the hiring date and any other job classifications in which each employee has worked in the District. Disputes involving the seniority list shall be resolved through the grievance procedure.
- D. RECALL:
1. If there is a vacancy in the bargaining unit position, laid off employees having been employed in that classification as shown on the seniority list shall be recalled with the most senior being recalled first.
 2. Rights of recall shall exist for an employee during layoff for the period of time equal to the number of years of service to the District from the employee's date of hire, but at no time shall the employee's right of recall extend more than two (2) years.
 3. This notice of recall will be given by certified mail to the last address given to the District by the employee. A copy of the notice of recall will be given to the Association at the same time. If the employee fails to respond by certified mail within fourteen (14) days of the date of mailing the notice of recall, the employee will be deemed to have refused the

position offered. Refusal of the position offered will result in the forfeiture of any remaining recall rights of that employee.

4. If the District decided to offer employment in a job classification other than in one from which the employee was on layoff, the employee shall be obligated to take the position or forfeit further recall rights. However, if the District determines that the employee is not performing satisfactorily, then the employee may return to layoff status and retain all other remaining recall rights.

E. BENEFITS: All benefits to which an employee is entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon his/her return to active employment, as if the employee has not been on layoff.

F. COMPLIANCE:

1. Notwithstanding other provisions of this agreement, no vacancy in the bargaining unit position will be filled by the Board until the procedures of this Article have been complied with.
2. Laid off employees remain employees of the District and are eligible to remain a part of the group health plan at their own expense while on recall. In addition, laid off employees shall have standing to file grievances under the grievance procedure.

ARTICLE VIII

Transfers

- A. A vacancy shall be defined as any bargaining unit position either newly created or present position that is not filled and the District desires to fill the position.
- B. Notice of all vacancies shall be mailed to the Association and posted in each building. The notice shall contain the following information:
 - 1. Type of work;
 - 2. Location of work,
 - 3. Starting date;
 - 4. Rate of pay;
 - 5. Hours of work;
 - 6. Classification;
 - 7. Minimum requirements.

Interested employees may apply in writing to the Superintendent or designee within six (6) days of the date of the notice.

- C. Vacancies shall be filled with the most senior applicant in the affected classification. This shall be done by voluntary transfer. If a part-time employee voluntarily transfers into a full-time position, there will be a forty-five (45) day trial period wherein either the District or the employee may determine that the employee shall return to his or her prior position without loss of seniority. Current employees that are interested in a vacancy will be afforded an interview before a final decision is made.

If there is no applicant for voluntary transfer, the District shall have the right to involuntarily transfer an employee from one position within a classification to another position within the same classification. Such notice of involuntary transfer shall be given to the employee not less than ten (10) working days from the effective date of the transfer. The employee transferred involuntarily shall be transferred in reverse order of seniority. Employees being involuntarily transferred from their position shall have the right to resign.

If the District determines that any involuntary transfer shall not be made, and should no employee voluntarily desire to transfer, the District shall then advertise the position publicly and current employees will compete with all other applicants.

- D. Employees having been laid off from the job classification and later hired in another classification shall have additional rights under this contract. Employees in this situation shall have the right to transfer to a vacant position in a classification in which he/she was previously employed.

- E. Any employee assigned by the supervisor to temporarily assume the duties of another employee shall be paid the rate for those duties beginning with the third consecutive full day in which the employee has assumed those duties. However, an employee's pay rate shall not be reduced by any temporary change of duties.

ARTICLE IX

Payroll Deductions

- A. Any employee who is a member of the Association shall be eligible for payroll deduction of Association dues and authorized contributions.
- B. The Association shall maintain a file of signed authorizations and report to the Board on September 10 of each school term the names of the employees from whom deductions are to be made. The Association shall compute the total deductions, the number of deductions, and the monthly deduction, and so notify the Board. Payroll deductions shall begin with the September payroll. Any changes shall be reported to the Board by the 10th day of each succeeding month.
- C. The Board shall transmit to the Association treasurer all dues and authorized contributions collected within ten (10) calendar days after each payroll.
- D. Employees may revoke payroll deductions for dues by giving notice, in writing, within thirty (30) calendar days of the effective date to the Board and the Association.
- E. The Board shall continue all other payroll deductions, as has been the practice before this agreement.
- F. The Association agrees to indemnify and hold the Board harmless for any and all costs arising out of any dispute regarding the authorization for deductions from wages or the amount of the deductions from wages when the notice referred to in Paragraph B has been complied with by the Board.
- G. With the exception of employees who are added as members of the Association after September of each school term or employees who discontinue members in the Association, all payroll deductions shall be on a nine-month or twelve-month basis and so reported to the Board.

ARTICLE X

Professional Meetings

Employees shall be encouraged to attend professional meetings and institutions for the purpose of keeping themselves informed regarding their function or duties as pertaining to their job with the School District. Attendance must be approved by the Superintendent. If attendance is approved by the Superintendent, then the employee shall not lose any pay, and all expenses shall be paid by the District. If the request for attendance is not approved by the Superintendent, but the employee attends, the employee will not be paid for time away from the job, and the employee shall pay all expenses.

When the District requires employees to attend professional meetings, the employee will receive his/her regular hourly rate. This does not apply to meetings, which are necessary to remain certified or licensed for his/her position.

ARTICLE XI

Physical Examinations

Physical examinations are required by the Code of Iowa each year for bus drivers. All other school employees must have physical examinations once every three years of employment.

If the employee does not accept the school-provided physical, then the school shall pay no more than \$45.00 to the employee for the cost of the physical after the physical cost has been submitted to insurance. The School District agrees to pay the cost of x-rays if required to show freedom from tuberculosis. The School Board shall provide a form specifying the required procedures to be completed and signed by the physician performing the physical examination.

ARTICLE XII

Compensation

The various classifications shall be paid under the schedule as set out below. This schedule shall be the amount current employees shall be paid and the amount new employees will be paid when hired and such employees successfully complete their probationary period.

<u>Classification</u>	<u>Lane 1</u>	<u>Lane 2</u>	<u>Lane 3</u>	<u>Lane 4</u> <u>(After 10 years)</u>	<u>Lane 5</u> <u>(After 15 years)</u>
Secretaries	9.63	9.93	10.23	10.48	10.73
<u>Food Service Employees</u>					
Food Service Manager	10.04	10.34	10.64	10.89	11.14
Head Cook	9.25	9.55	9.85	10.10	10.35
Cook	8.84	9.14	9.44	9.69	9.94
<u>Custodians</u>					
Head Custodian	10.76	11.06	11.36	11.61	11.86
Custodian	10.64	10.94	11.24	11.49	11.74
Associates	8.94	9.24	9.54	9.79	10.04
<u>Bus Driver</u>					
Maintenance Supervisor (Per Year)	12,506.00	12,896.00	13,286.00	13,611.00	13,936.00
Drivers	586.20 \$4.25/mi	604.20 \$4.25/mi	622.20 \$4.25/mi	637.20 \$4.25/mi	652.20 \$4.25/mi

All employees will receive 25 cents per hour longevity starting July 1st following the completion of ten years of service and another 25 cents per hour longevity starting July 1st following the completion of fifteen years of service.

The mileage payment shall be paid at the rate of \$4.25 per mile one time per month on the total mileage on one tour of the route driven by the driver.

The following conditions additionally shall apply to all required over-time work done by employees employed for 260 days or more:

1. Time and one-half will be paid for all hours worked over eight hours in one day or over forty hours in one week and for all hours worked on Saturday.
2. Double time will be paid for all hours worked on Sundays and holidays. In the case of holidays, such pay will be in addition to the holiday pay if the employee is entitled to holiday pay for that day.

Bus Drivers will be paid time and one-half for all hours worked on Sundays and holidays.

Each employee shall be paid on the 21st day of each month. Employees shall receive their checks at the regular building and on regular school days unless otherwise designated by the employee. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paycheck on the last previous work day.

Bus drivers shall be paid \$7.25 per hour to drive on trips. Time shall be paid from one quarter hour before leaving to one quarter hour after returning. Meal expense of up to \$5.00 per meal shall be paid by the District.

Athletic Passes: Each employee shall be provided a pass for admission to all athletic events without charge.

When an employee is required to work on an inservice day, the employee will be paid his/her regular hourly rate.

ARTICLE XIII

Insurance

The District agrees to pay, not to exceed \$500.00 per month, for the provision of health and major medical insurance for full-time employees. If any difference exists between the amount contributed by the District and the cost of single coverage, the amount the District contributes will be applied to family coverage by the employee so electing to purchase family coverage, and provided the employee notifies the District. If the cost of single coverage exceeds the amount contributed by the District for the employee, \$500.00 for full-time employees, the difference between the monthly charge and the amount contributed by the District shall be paid by the employee who elects to have the insurance coverage. In the event the employee elects family coverage, the District agrees to pay not to exceed \$500.00 per month for full-time employees.

If the employee elects family health and major medical insurance then the amount by which such family coverage exceeds \$500.00 may be paid by the employee by payroll deduction pursuant to a plan established by the District that qualifies under Internal Revenue Code Sec. 125 to the extent such Internal Revenue Code provision remains effective and applicable.

In no event shall any employee receive cash in lieu of insurance coverage and if the employee elects not to select the insurance coverage, then no coverage shall be provided. In the event that the cost of insurance coverage for an employee electing single coverage does not exceed \$500.00 and the employee does not elect family coverage, then the District need only contribute the cost of the single coverage. The District need not contribute any payment for part-time employees.

The District shall also provide the Principal Mutual Dental Care Unit I and II for all full-time employees. The District need not contribute any payment for dental insurance for part-time employees.

- A. **DISABILITY INSURANCE:** The District, at no expense to the Association or employee, will purchase and provide long-term disability insurance coverage which provides sixty (60) percent of the salary for employees in the event of disability as defined by the insurance policy, and for the period and term provided by the policy.
- B. **LIFE INSURANCE:** The District shall also provide term life insurance for the employee with a minimum death benefit of \$10,000.00 with double indemnity for accidental death.

ARTICLE XIV

Effective Date

This Master Contract shall become effective on the 1st day of July 2005, and thereafter shall remain in force and effect until June 30, 2007.

ARTICLE XV

The District has the right to direct the work of the employees and to assign the duties of the employees for purposes of directing the work of those employees for all purposes except as otherwise provided by this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, and their respective chief negotiators, and their signatures are placed thereon this 3rd day of May, 2005.

SIGOURNEY COMMUNITY SCHOOL DISTRICT

By: Karl Beardsley
PRESIDENT

By: David B. Hansen
CHIEF NEGOTIATOR

SIGOURNEY EDUCATIONAL SUPPORT EMPLOYEES ASSOCIATION

By: Paula Gaspliot
PRESIDENT

By: Maureen Menster
CHIEF NEGOTIATOR